

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2014 – 115**

**RESOLUTION OF THE CITY COUNCIL APPROVING SPECIFICATIONS AND  
AWARDING A CONTRACT TO VSS INTERNATIONAL, INC., FOR THE 2014 SEAL  
COAT PROJECT – CORDELIA VILLAGES, GREEN VALLEY LAKE, RANCHO  
SOLANO, NELSON HILL**

**WHEREAS**, the bid opening for the 2014 Seal Coat Project; Cordelia Villages, Rancho Solano, Green Valley Lake, Nelson Hill took place on May 6, 2014; and

**WHEREAS**, the apparent low bidder was VSS International, Inc., in the amount of \$1,100,000; and

**WHEREAS**, staff has reviewed the bid from VSS International, Inc., and found it to be in order.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The specifications for the 2014 Seal Coat Project; Cordelia Villages, Rancho Solano, Green Valley Lake, Nelson Hill are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with VSS International, Inc., for the 2014 Seal Coat Project; Cordelia Villages, Rancho Solano, Green Valley Lake, Nelson Hill in the amount of \$1,100,000.

Section 3. The Director of Public Works is authorized to negotiate and execute a contract change order(s) to expand the limits of the project to seal additional streets in an amount not to exceed 25% of the bid amount.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

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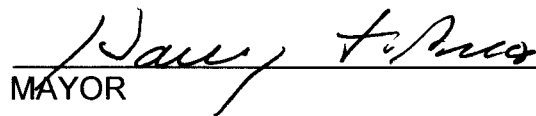
**PASSED AND ADOPTED** this 3rd day of June 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

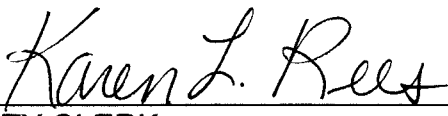
NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

  
MAYOR

ATTEST:

  
CITY CLERK  
pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 17<sup>th</sup> day of June, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and VSS INTERNATIONAL, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work described in the specifications for the project entitled:

#### **2014 SEAL COAT PROJECT Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by N/A  
numbered N/A  
and dated N/A
- b. Advertisement for Bids.
- c. The Accepted Bid, dated May 5, 2014
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Specific Provisions.
  - 2) Special Provisions.
  - 3) General Provisions.
  - 4) City of Fairfield Standard Details and Specifications, 1998 edition.
  - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated June 12, 2014.
- g. Labor and Material Bond, dated June 12, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **40 working days** after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

**2014 SEAL COAT PROJECT**  
**Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

**Schedule A Bid Items – Cordelia Villages**

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION	LS	1	\$4,860.00	\$4,860.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$20,000.00	\$20,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$6,300.00	\$6,300.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	207,000	\$1.30	\$269,100.00
5	REPLACE THERMOPLASTIC STRIPING & RAISED PAVEMENT MARKERS	LS	1	\$9,450.00	\$9,450.00
6	REPLACE THERMOPLASTIC PAVEMENT MARKING	LS	1	\$2,625.00	\$2,625.00

Schedule A Bid= \$312,335.00

**Schedule B Bid Items – Green Valley Lake**

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION	LS	1	\$4,660.00	\$4,660.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$15,000.00	\$15,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$2,625.00	\$2,625.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	131,000	\$1.27	\$166,370.00
5	REPLACE THERMOPLASTIC STRIPING & RAISED PAVEMENT MARKERS	LS	1	\$1,575.00	\$1,575.00
6	REPLACE THERMOPLASTIC PAVEMENT MARKING	LS	1	\$2,100.00	\$2,100.00

Schedule B Bid = \$192,330.00

Schedule C Bid Items – Rancho Solano

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$20,000.00	\$20,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$5,460.00	\$5,460.00
4	RUBBERIZED CHIP SEAL FOR CAPE SEAL	SY	68,000	\$3.57	\$242,760.00
5	SLURRY SEAL FOR CAPE SEAL	SY	68,000	\$1.36	\$92,480.00
6	SLURRY SEAL WITH FIBER ADDITIVE	SY	104,000	\$1.32	\$137,280.00
7	REPLACE THERMOPLASTIC STRIPING & RAISED PAVEMENT MARKERS	LS	1	\$9,975.00	\$9,975.00
8	REPLACE THERMOPLASTIC PAVEMENT MARKING	LS	1	\$8,715.00	\$8,715.00

Schedule C Bid = \$526,670.00

Schedule D Bid Items – Nelson Hill Reservoir

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION	LS	1	\$2,549.00	\$2,549.00
2	LEVEL AND COMPACT AB	LS	1	\$33,858.00	\$33,858.00
3	LOCATE, PROTECT AND RAISE EX. UTILITY BOXES TO GRADE	EA	4	\$1,500.00	\$6,000.00
4	RUBBERIZED DOUBLE CHIP SEAL	SY	3,800	\$6.91	\$26,258.00

Schedule D Bid = \$68,665.00

**Total Bid = \$ 1,100,000.00**

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

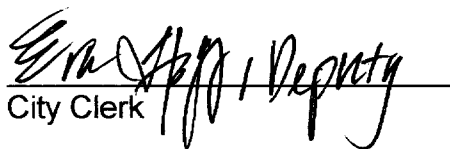
V. WORKERS' COMPENSATION



Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


ATTEST:

CITY OF FAIRFIELD

  
City Clerk

By:   
City Manager **Sean P. Quinn** 

VSS International, Inc.  
CONTRACTOR

By:   
CHIEF OPERATIONS OFFICER  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B, C-12  
b. Number: 293727  
c. Expiration Date: 3/31/2015  
FEI Number: 94-2270766

# **EDD REPORTING REQUIREMENTS CHECKLIST**

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department: \_\_\_\_\_ Date of Contract: \_\_\_\_\_  
 Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
 Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

\*\*\*\*\*  
 \*

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

## **BOX 1**

NAME AND ADDRESS	
FULL NAME	VSS INTERNATIONAL, INC.
ADDRESS	3785 CHANNEL DRIVE
CITY, STATE, ZIP	WEST SACRAMENTO, CA 95691

**AND**

## **BOX 2**

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94 - 2270766
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**



**PERFORMANCE BOND**

Bond No: 929594411

Premium: \$3,300.00

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_

VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691

\_\_\_\_\_  
(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**2014 SEAL COAT PROJECT**

**Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of One Million One Hundred

Thousand and 00/100

Dollars (\$ 1,100,000.00 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

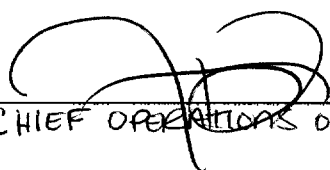
Dated: June 12, 2014

"Contractor"

"Surety"

VSS International, Inc.

Western Surety Company

By:   
Title CHIEF OPERATIONS OFFICER

By: Nicki Moon  
Title Nicki Moon, Attorney-in-Fact

By: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Title \_\_\_\_\_

(Seal)

(Seal)

*Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

## ACKNOWLEDGMENT

State of California  
County of Yolo )

On 6/13/14 before me, Elizabeth R. Lowrie, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Roberts,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

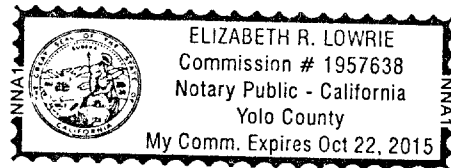
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

State of California  
County of Sacramento

On June 12, 2014 before me, Rosalie A. Miskiel, Notary Public  
(insert name and title of the officer)

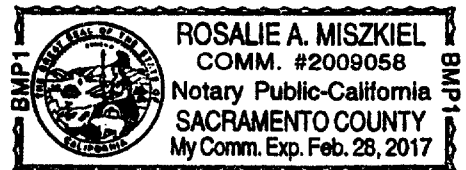
personally appeared Nicki Moon  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miskiel, P A Gouker, Nicki Moon, Individually**

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

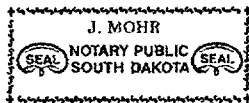
State of South Dakota  
County of Minnehaha

} ss

On this 9th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of June, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**PAYMENT BOND  
(LABOR AND MATERIALS)**

Bond No: 929594411  
Premium: Included in Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_

VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691

*(Name and address of Contractor)*

("Contractor"), a contract (the "Contract") for the work described as follows:

**2014 SEAL COAT PROJECT**

**Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_  
One Million One Hundred Thousand and 00/100

Dollars (\$ 1,100,000.00 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 12, 2014

"Contractor"

"Surety"

VSS International, Inc.

Western Surety Company

By: 

Title CHIEF OPERATIONS OFFICER

By: Nicki Moon

Title Nicki Moon, Attorney-in-Fact

By: \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

(Seal)

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

## ACKNOWLEDGMENT

State of California  
County of Yolo )

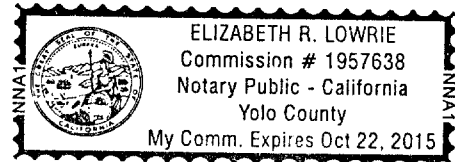
On 6/13/14 before me, Elizabeth R. Lowrie, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Roberts,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth R. Lowrie (Seal)





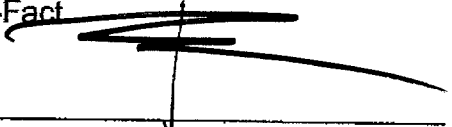
CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact

STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

On this 12th day of June, in the year 2014, before me, the undersigned Notary Public in and for said state, personally appeared Nicki Moon who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of Western Surety Company acknowledged to me that he/she subscribed the name of Nicki Moon thereto as principal and his/her own name as Attorney-in-Fact



(SEAL)

  
Notary Public in and for the

County of Sacramento  
State of California

My Commission Expires 2/28/2014

## ACKNOWLEDGMENT

State of California  
County of Sacramento )

On June 12, 2014 before me, Rosalie A. Miszkief, Notary Public  
(insert name and title of the officer)

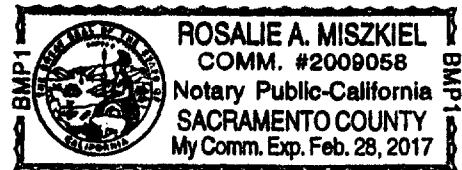
personally appeared Nicki Moon,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miskiel, P A Gouker, Nicki Moon, Individually**

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

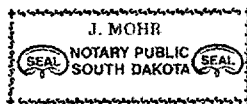
State of South Dakota  
County of Minnehaha

} ss

On this 9th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of June, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**2014 SEAL COAT PROJECT**  
**Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **40 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more

accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

none

**2014 SEAL COAT PROJECT**  
**Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

**Schedule A Bid Items – Cordelia Villages**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	4,860. <sup>00</sup>	4,860. <sup>00</sup>
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	20,000. <sup>00</sup>	20,000. <sup>00</sup>
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	6,300. <sup>00</sup>	6,300. <sup>00</sup>
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	207,000	1. <sup>30</sup>	269,100. <sup>00</sup>
5	REPLACE THERMOPLASTIC STRIPING & RAISED PAVEMENT MARKERS	LS	1	9,450. <sup>00</sup>	9,450. <sup>00</sup>
6	REPALCE THERMOPLASTIC PAVEMENT MARKING	LS	1	2,625. <sup>00</sup>	2,625. <sup>00</sup>

Schedule A Bid = \$ 312,335.<sup>00</sup>

**Schedule B Bid Items – Green Valley Lake**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	4,660. <sup>00</sup>	4,660. <sup>00</sup>
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	15,000. <sup>00</sup>	15,000. <sup>00</sup>
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	2,625. <sup>00</sup>	2,625. <sup>00</sup>
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	131,000	1. <sup>27</sup>	166,370. <sup>00</sup>
5	REPLACE THERMOPLASTIC STRIPING & RAISED PAVEMENT MARKERS	LS	1	1,575. <sup>00</sup>	1,575. <sup>00</sup>
6	REPLACE THERMOPLASTIC PAVEMENT MARKING	LS	1	2,100. <sup>00</sup>	2,100. <sup>00</sup>

Schedule B Bid = \$ 192,330.<sup>00</sup>

Schedule C Bid Items – Rancho Solano

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	20,000. <sup>00</sup>	20,000. <sup>00</sup>
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	5,460. <sup>00</sup>	5,460. <sup>00</sup>
4	RUBBERIZED CHIP SEAL FOR CAPE SEAL	SY	68,000	3.57	242,760. <sup>00</sup>
5	SLURRY SEAL FOR CAPE SEAL	SY	68,000	1.36	92,480. <sup>00</sup>
6	SLURRY SEAL WITH FIBER ADDITIVE	SY	104,000	1.32	137,280. <sup>00</sup>
7	REPLACE THERMOPLASTIC STRIPING & RAISED PAVEMENT MARKERS	LS	1	9,975. <sup>00</sup>	9,975. <sup>00</sup>
8	REPLACE THERMOPLASTIC PAVEMENT MARKING	LS	1	8,715. <sup>00</sup>	8,715. <sup>00</sup>

Schedule C Bid = \$ 526,670.<sup>00</sup>

Schedule D Bid Items – Nelson Hill Reservoir

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	2,549. <sup>00</sup>	2,549. <sup>00</sup>
2	LEVEL AND COMPACT AB	LS	1	33,858. <sup>00</sup>	33,858. <sup>00</sup>
3	LOCATE, PROTECT AND RAISE EX. UTILITY BOXES TO GRADE	EA	4	1,500. <sup>00</sup>	6,000. <sup>00</sup>
4	RUBBERIZED DOUBLE CHIP SEAL	SY	3,800	6.91	26,258. <sup>00</sup>

Schedule D Bid = \$ 68,665.<sup>00</sup>

Total Bid = \$ 1,100,000.<sup>00</sup>

**Bidder shall complete the form for each schedule legibly and in its entirety. Incomplete forms may be grounds for disqualification of the bid.**

**2014 SEAL COAT PROJECT**  
**Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

**DESIGNATION OF SUBCONTRACTORS**

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by sub-contractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) Striping Graphics 501 Aaron St. Cotati, CA 94931	576-756	Item # A3, A5, A6, B3, B5, B6, C3, C7, C8	4.23 %
2)			
3)			
4)			

**Note: Attach additional sheets if required**



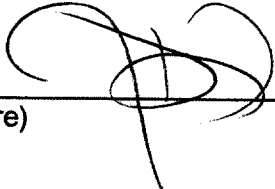
**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

Jeff Roberts, being first duly sworn, deposes and says that he or she is  
Chief Operations Officer of VSS International, Inc.

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

May 5, 2014  
(Date)

  
(Signature)

**NOTE: THIS FORM MUST BE NOTARIZED.**

VSS International, Inc.

Name of Firm

3785 Channel Dr. West Sacramento, CA 95691

Business Address

(916) 373-1500

Phone Number

Signature of Responsible Official

Contractor's License:

a. Class: A, B, C-12

b. Number: 293727

c. Expiration Date: 3/31/2015

FEI Number: 94-2270766

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

VSS International, Inc.

Jeffrey R. Reed, President Jeff Roberts, Chief Operations Officer

Jordan Reed, Treasurer Diane M. Minor, Secretary

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**2014 SEAL COAT PROJECT**  
**Cordelia Villages, Green Valley Lake, Rancho Solano, Nelson Hill**

WHEREAS VSS International, Inc.  
3785 Channel Drive, West Sacramento, CA 95691  
*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_  
Western Surety Company

333 South Wabash Avenue, 41st Floor, Chicago, IL 60604  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of 10% of the total amount bid

Dollars (\$ 10% of bid ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these

\_\_\_\_\_ presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 30, 2014

"Contractor"

VSS International, Inc.

By: \_\_\_\_\_

Title

By: Chief Operations Officer  
Title

"Surety"

Western Surety Company

By: \_\_\_\_\_

Title

Thomas R. Hucik, Attorney-in-Fact

By: \_\_\_\_\_

Title

(Seal)

(Seal)

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

## ACKNOWLEDGMENT

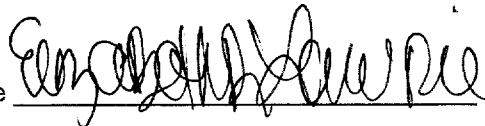
State of California  
County of Yolo

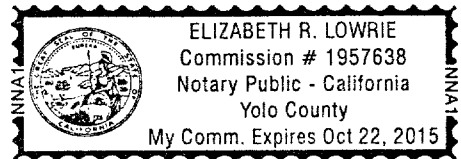
On May 5, 2014 before me, Elizabeth R. Lowrie, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Roberts,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

State of California  
County of Sacramento

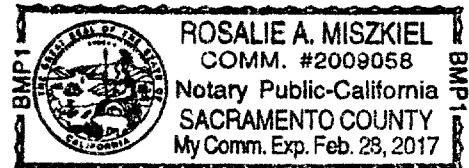
On April 30, 2014 before me, Rosalie A. Miszkief, Notary Public  
(insert name and title of the officer)

personally appeared Thomas R. Hucik,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



# Western Surety Company

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Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miskiel, P A Gouker, Nicki Moon, Individually**

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

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In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2013.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

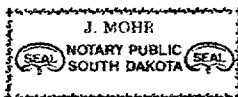
State of South Dakota }  
County of Minnehaha }

ss

On this 9th day of May, 2013, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of April, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary